EXHIBIT

Lender
PEOPLES COMMUNITY BANK
POST OFFICE BOX 700
EUFAULA, AL 36027-0700

Borrow er

JOHNNY L. JACKSON; LATESIA M. JACKSON 395 FROST MARLOW ROAD EUFAULA, AL 36027

Refer to the attached addendum Borrowers and their signatures	for	add itional
Dollowels and their signatures		

PF. igssluig	911	-	
Loan	/U3448		
Loan Date	08-08-2003		
Maturity Date			
Loan Amount	148,000.00		
	72703370		
l .			

Annual Percentage Rate	Cinone Ol		
The cost of my credit as a yearly rate.	Finance Charge The dollar amount the credit will cost me.	Amount Financed The amount of credit provided to me	Total of Payments The amount I will have paid when
7.018%	\$20,564.76	or on my behalf. \$ 147,950.00	have made all scheduled payments.
My Payment Schedule Will Be: Payments Amount of Payments	Caralla Colonia de Caralla Car		\$ 168,514.76
	When Payments Are		"e" means an estimate.
1 \$ 145,859.07	monthly beginning 09 on 08-07-2005	-07-2003	
\$			
☐ If I pay off this note early, I may be ☐ If I pay off this note early, I ☐ ma	e entitled to a refund of part of the inte	man acaba 1993 an	
X Late Charge. If a payment is late (n	nore than 10 days after due	part of the additional finance charge.	
with a min of \$1.00 and a max of \$1	00.00 days after (de)	I will be charged 5.000% of the overdu	e payment of principal and interest
Security. I am giving a security interest	st in:		
	ed. 395 FROST MARLOW ROAD, EL	JFAULA, AL	
(brief description of other property)	you may also secure this loan.		
(other description of other property)			
Filing Fees. \$247.50	Non-filing Insurance, \$		•
Required Deposit. The annual perc	entage rate does not take into account n	my required deposit.	
an addingtion, Sufficing bliving the n	tonerty comming this - bit		he original terms.
date, and prepayment refunds and penal	ties.	ssume the remainder of the obligation on t mation about nonpayment, defauit, any req	uired repayment before the scheduled
Promissory (Note			
Promise to Pay. For value received, I p	romice to new to	Other Terms.	
your address above, the principal sum of 3	3 148,000.00		
plus interest from 08-08-2003	at the rate of		
7.000% per year until 08-07-20	105		
Interest accrues on a Actual/365 to pay late charges in accordance with th	basis. I agree		
Truth-in-Lending Disclosures. The purpo	se of this loop is REMEW	Itemization of Amount Finan	iced
<u> </u>	O PERMANENT FINANCING	Amount given to me directly	s16,000
Payment. I will pay this note as follows	,.	Amount paid on my (loan) account	s132,000
23 monthly payments of \$985.03 beg payment of \$145,859.07 on 08,07,21	inning 09-07-2003 and 1 balloon		.\$
		Amount paid to others on my behalf (Yo may retain or receive a portion of these amounts.)	ou
11 2 2 2 2	- N N	To insurance companies	\$
1 3 2 m	004	To public officials	•
11 20			•
			3
MAULA		(less) Dennis El	\$
		(less) Prepaid Finance Charge(s)	\$50
Ost-Maturity Interest Interest		Amount Financed	\$ <u>147,950</u>
ost-Maturity Interest. Interest will acc alance of this note on the same basis as in the post-maturity interest rate		Security Agreement	
interest will accrue at the rate of f this note not paid at maturity, including	maturity by acceleration.	Security. To secure the obligations of you a security interest in the Property de	escribed below:
Additional Finance Charge. I also a his fee ☐ is not refundable ☐ may be rewill be ☐ paid in cash. ☐ paid pro an. ☐ withheld from the proceeds. (If occeds, the amount is included in the pri	refundable upon prepayment. This rata over the term of the this fee is withheld from the ncipal sum.)	FIRST REAL ESTATE MORTGAGE D JOHNNY L JACKSON AND LATESIA COMMUNITY BANK REFERENCING FROST MARLOW ROAD, EUFAULA,	M JACKSON AND PEOPLES HOMESTEAD LOCATED AT 305
Interest Surcharge Fee. I agree to pr	sy a refundable interest surcharge		

fee of \$____ and it will be __ paid in cash. __ withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

Returned Payment Fee. I agree to pay a service charge of \$_for each payment (check or automatic payment) returned unpaid.

All Debts. The Property will also serve as collateral for all present and future debts.

Other Security. This Loan Agreement is secured by

By choosing any one or of these reception 1/2006 default if you do not waive your right to later consider the event a default and to use any remedies if the default continues or decurs again. Real Estate or Residence Security. If this Loan Agreement is secured

Heal Estate or Residence Security. If this Loan Agreement is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by this Loan Agreement.

the separate security instrument, by this Loan Agreement.

Walvers. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate, and notice of dishonor. You may renew or extend payments on this Loan Agreement, regardless of the number of such renewals or extensions. You may release any Borrower, endorser, guarantor, surety, accommodation maker, or any other cosigner. You may release, substitute, or impair any Property securing this Loan Agreement.

any Property securing this Loan Agreement.

Collection Expenses and Attorneys' Fees. On or after Default, to the extent permitted by law, I agree to pay all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Loan Agreement. Expenses include, but are not limited to, your reasonable attorneys' unpaid debt after default and for an attorney who is not your salaried employee, count costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will be ar interest from the date of payment until paid in full at the rate provided in the terms of this Loan Agreement. All fees and expenses will be secured by the Property I have granted you, if any. To the extent permitted by the United States Bankruptey Code, agree to pay the reasonable attorneys' fees you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptey Code.

General Provisions. This Loan Agreement is governed by the laws of

awarded by any court exercising jurisdiction under the Bankruptey Code. General Provisions. This Loan Agreement is governed by the laws of Alabama, the United States of America, and to the extent required, by the laws of of the jurisdiction where the Property is located. If two or more Borrowers sign this Loan Agreement, we are liable to repay jointly and severally. This Loan Agreement is the complete and final expression of our agreement. No modification of this Loan Agreement is effective unless made in writing and signed by me and you. The duties and benefits of this Loan Agreement will bind and benefit the successors and assigns of me and you. If any provision of this Loan Agreement is unenforceable provision will be enforceable.

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to my last known address. Notice to one party will be deemed to be notice to all parties. Where a notice is required, I agree that 10 days prior written notice will be reasonable notice to me under the Uniform Commercial Code or other applicable state law.

I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. My name and address are my exact legal name and my principal residence. I will provide you with at least 30 days notice prior to changing my name or principal residence.

Prior to changing my manic of principal testions.

I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property.

Definitions. As used in this Loan Agreement, and any extensions, renewals, and any extensions, and substitutions of this Loan Agreement. Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction, such as applications, security agreements, disclosures, or notes, and this Loan Agreement. Security Agreement effers to the security agreement contained within this Loan Agreement. Security agreements to all sums advanced to you under the terms of the Loan Agreement, and all present and future debts (if the All Debts subsection of the Security Agreement has been checked). The pronouns I, me and my with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Loan Agreement. You and your refer to the Lender and its successors and assigns. Payments. Unless otherwise provided in the Other Terms section, each

Agreement. You and your refer to the Lender and its successors and assigns. Payments. Unless otherwise provided in the Other Terms section, each payment I make on this Loan Agreement will be applied first to any charges I owe other than principal and interest, then to interest that is due, and payment when the only delinquency is due to late fees assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. The actual amount of my final payment will depend on my payment record.

or my rinar payment will depend on my payment record.

Interest. Interest will accrue on the unpaid principal balance until paid in full. For interest calculation, the accrual method will determine the number of days in a year. The interest rate and other charges on this Loan Agreement will never exceed the highest rate or charge allowed by law for this loan. If the amount collected is found to exceed the highest rate or charge allowed, you will refund an amount necessary to comply with the law.

you will termin an amount necessary to comply with the law.

Post-Maturity Interest. Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified in this Loan Agreement. For purposes of this section, final maturity occurs on any of the following dates.

If this Loan Agreement is payable on demand, on the date you make demand for payment.

- If this Loan Agreement is payable on demand with alternate payment date(s), on the date you make demand for payment or on the final alternate payment date, whichever is earlier.
- On the date of the last scheduled payment of principal.
- On the date you accelerate the due date of this Loan Agreement (demand immediate payment).

Prepayment. I may prepay this Loan Agreement in whole or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

scheduled payments until I pay in full.

If a refundable fee has been collected (other than any interest surcharge fee), and the Loan Agreement is prepald in full, or upon maturity by acceleration, you will refund or credit the unearned portion of the refundable fee. If the original will refund or credit the unearned portion of the refundable fee. If the original hot has tauraial method. If the original note's term is 61 months or less, you will compute the refund or credit by the Rule of 78's or sum of the digits method. No refund or credit of less than \$1.00 will be made. If this Loan Agreement is refinanced within 120 days from the date it is made, any unearned finance charge (other than any interest surcharge fee) will be refunded or credited on a pro rata basis computed as of the date of such renewal or refinancing.

If an interest surcharge fee has been collected and this Loan Agreement is

If an interest surcharge fee has been collected and this Loan Agreement is prepaid in full by any means within 90 days of the date of this Loan Agreement, you will refund or credit me with a pro rata portion of the interest surcharge fee, except you may retain a minimum of \$25, or the entire interest surcharge if it is less than \$25. If this Loan Agreement is prepaid in full after 90 days, the interest surcharge fee is fully earned and will not be refunded.

Commissions. I understand and agree that you (or your affiliate) will cam commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

Warranties and Representations. I have the power and authority to enter into vertaines and representations. There are power and administry to enter into this Loan Agreement. The execution and delivery of this Loan Agreement will not violate any agreement governing me or my property, or to which I am a party.

I own all of the Property, unless otherwise agreed and disclosed to you in writing. Your claim to the Property is ahead of the claims of any other creditor, except as disclosed in writing to you prior to any advance on the Secured Debts. The Property has not been and will not be used for any purpose that would violate any laws or subject the Property to forfeiture or seizure.

Default. Subject to any limitations in the Real Estate or Residence Security section, I will be in default if any of the following occur.

- · I fail to make a payment when due
- I fail to perform any condition or keep any promise of this or any agreement I have made with you.

Remedies. Subject to any limitations in the Real Estate or Residence Security section, after I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following.

- Make all or any part of the amount owing by the terms of this Loan Agreement due.
- Use any and all remedies you have under state or federal law, or in any instrument securing this Loan Agreement.
- Make a claim for any and all insurance benefits or refunds that may be available on my default.
- Set off any amount due and payable under the terms of this Loan Agreement against my right to receive money from you, unless prohibited by law.
- against my right to receive money from you, unless prohibited by law.

 Make amounts advanced on my behalf due and add those amounts to the balance owing under the terms of this Loan Agreement.

 Require me to gather the Property and make it available to you in a reasonable fashion (unless prohibited by law); keep or dispose of the Property as provided by law; apply the proceeds to your expenses of collection and enforcement and then to the Secured Debts; and, unless prohibited by law, and following any required notice of deficiency, hold me liable for any deficiency if what you receive from the sale does not satisfy the Secured Debts.

Additional Terms of the Security Agreement

Generally. Property means any collateral described in this Loan Agreement in which I have an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products from the Property. Property includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property.

obligations that support the payment or performance of the Property.

If the All Debts subsection is checked, the Property also secures all present and future debts, even if this Loan Agreement is not referenced in the debt instrument, the future debts are also secured by other collateral, or if the future debt is unrelated to or of a different type than this debt. Nothing in this Loan Agreement is a commitment to make future loans or advances. This Loan Agreement will not secure any debt for which you fail to give any required notice of the right of rescission (i.e., right to cancel), or any debt for which non-possessory, non-purchase money security Interest is created in household goods in connection with a consumer loan, as those terms are defined by federal law governing unfair and deceptive credit practices.

Purchase Money Security Interest. If this is a purchase money loan (the loan

federal law governing unfair and deceptive credit practices.

Purchase Money Security Interest. If this is a purchase money loan (the loan proceeds are used to purchase the collateral), I authorize you, at your option, to disburse the loan proceeds directly to the seller of the Property. The portion of the Property purchased with loan proceeds will remain subject to your purchase money security interest until the Secured Debts are paid in full. Payments on any non-purchase money loan also secured by this Security Agreement will not be applied first to the non-purchase money portion of the purchase money loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money proton in the order in which the purchase money property was acquired. If the purchase money Property was acquired at the same time, then payments will be applied in the order you select. No security interest will be terminated by application of this formula.

Waivers. I waive all claims for loss or damage caused by your acts or omissions

Waivers. I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith. I waive all rights I have now or in the future to a personal property exemption in the Property.

Assumptions. Someone buying the Property cannot assume the obligation. You may declare the entire balance of the Loan Agreement to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property.

Perfection of Security Interest. I authorize you to file a financing statement covering the Property. I agree to comply with, facilitate, and otherwise assist you in connection with perfecting your security interest under the Uniform Commercial Code.

Duties Tovald Property Our Interest against any competing claim. Except as otherwise provided in this Loan Agreement, I will keep the Property in my possession at the address indicated in this Loan Agreement. I will keep the Property in good repair and use it only for personal, family, or household purposes. I will immediately inform you of any loss or damage to the Property. You have the right of reasonable access to inspect the Property.

I will keep books, records, and accounts about the Property and my assets in general, to which I will allow you reasonable access. I will pay all taxes and assessments levied or assessed against me or the Property. I will not sell, lease, license, or otherwise transfer or encumber the Property without your prior written consent. You do not authorize any sale or other disposition of the Property. Any sale or disposition you do not authorize will violate your rights. If I pledge the Property to you (deliver the Property into your, or your designated third party's possession or control), I will, upon receipt, deliver any proceeds and products of the Property to you. I will provide you with any notices, documents, financial statements, reports, and other information relating to the Property I receive as the owner of the Property.

Insurance. When the original amount financed or original principal, exclusive of the charges for insurance, is \$300 or more and the Property's value is \$300 or more, I agree to keep the Property insured against the risks reasonably associated with the Property until the Property is released from this Security Agreement. I may provide the required insurance through an existing policy of insurance that I own or control, or through a policy that I buy. I have free choice in the selection of an insurance company, subject to applicable law. I will maintain this insurance in the amounts you require and have the insurance company name you as loss payee on any insurance policy. I will give you and the insurance company immediate notice of any loss. You may apply the insurance proceeds toward what I owe you, I will pay the difference. You may require additional security as a condition of permitting any insurance proceeds to be used to repair or replace the Property. If you acquire the Property in damaged condition, my rights to any insurance policies and proceeds will pass to you to the extent of the Secured Debts. I will immediately notify you of cancellation or termination of insurance.

I am required to maintain insurance on the Property to protect your interest. If I fail to maintain the required insurance, or fail to provide you with evidence of insurance, I understand and agree to the following.

- You may (but are not required to) place insurance on the Property to protect your interest, which will not cover my equity in the Property.
- The insurance you provide may be written by a company other than one I would choose and may be written at a higher rate than I could obtain if I purchased the insurance.
- I will pay for the costs of any Property insurance you provide.

Authority to Perform. I authorize you to do anything you deem reasonably necessary to protect the Property and your security interest in the Property. If I fail to perform any of my duties under this Loan Agreement, you are authorized, after providing me with any required notice and opportunity to perform, to perform the duties or cause them to be performed and add the costs of performance to the Secured Debts. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and taking any action to obtain or preserve the benefits and rights of the Property. Your authority to perform for me will not create an obligation to perform and your failure to perform will not preclude you from exercising any other rights under the law or this Security Agreement. If you come into actual or constructive possession of the Property, you will preserve and protect the Property to the extent required by law. Your duty of care with respect to the Property will be satisfied if you exercise reasonable care in the safekeeping of the Property or in the selection of a third party in possession of the Property.

Third Party Agreement

For the purposes of the provisions within this enclosure, I, me or my means the person signing below and you means the Lender identified in this Loan Agreement. l agree to give you a security interest in the Property that is described in the Security Agreement section. I agree to the terms of this Loan Agreement, but I am in no way personally liable for payment of the debt. This means that if the Botrower defaults, my interest in the secured Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this Loan Agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guaranties) for the obligations of any Borrower. I have received a completed copy of this Loan Agreement. x

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-	 				
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					Ocal)

Document 1-6 Filed 01/09/2006 Page 4 of 23

Attach FTC "Preservation of Consumer Claims and Defenses' Notice if Applicable.

Credit Insurance. Credit life, credit accident and sickness (disability), and a other insurance coverage quoted below, are not required to obtain credit and y will not provide them unless I sign and agree to pay the additional premium.

You are quoting below ONLY the c	ain it for me (if overages I have	I qualify for coverage).
Credit Life		onesen to purchase.
☐ Single ☐ Joint 🖾 None	Premium	\$
Credit Disability	Term	
Single None	Premium	\$
	Term	
☐ Single ☐ Joint ☐ None	Premium	\$
Signature. My signature below mea	Term	
Signature. My signature below mea quoted appres. If "None" is diecked.	I have declined	the insurance coverage(s the coverage you offered
The state of the s		DOB
x Johnny (Dackson		DOB
, ()		DOB
☐ Single Interest Insurance. I n insurance from anyone I want that is provide it through an existing policy or through you I will pay \$	nay obtain single acceptable to y . If I get the in	interest ou or may surance from
on you i will pay \$		for
that is acceptable to you or may provide insurance from or through you I will p	ay \$	ance from anyone I was existing policy. If I get t
	of coverage.	
Federal Sale of Insurance L	Disclosure	
Product refers to any insurance product regard to any Product I purchase from The Product is not a deposit.	t or annuity I pu you, the follow	irchase from you. With
institution or any affiliate of	t or other oblig	ation of any depository
The Product is not guaranteed or in or any affiliate of any depository ins The Product is not fine any depository ins	sured by any destitution.	epository institution
• The Product is not insured by the I Corporation (FDIC).	ederal Deposit	Insurance
• The Product, except in the case of Fe insurance, is not insured by any fede	deral Flood Insu eral government	rance or Federal Crop agency
the Product, including the possible 1	vestment risk a	ssociated with
By signing, I acknowledge that I have in today's date. Unless these disclosur or I have purchased the Product by ma have provided these disclosures to me	eccived a copy es are provided	of this disclosure electronically ledge that you

Date

Date

Date

NOTICE TO COSIGNER

Filed 01/09/2006

e 5 of 23

You (the cosigner) are being asked to guarant, was debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You also may have to pay late fees or collection costs, which increase this amount.

The realize is not increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

Signatures

By signing under seal, I agree to the terms contained in this Loan Agreement. I also acknowledge receipt of a copy of this Loan Agreement on today's date.

Cosigners. See Notice to Cosigner above before signing.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

X John L. Jackson X Lateri M. Jackson	(Seal)
x	(Seal)
(Optional)	(Seal)

Case 2:06-cv-liniform WKVdenGal Loanunpplication Filed 01/09/2006 Page 6 of 23 This application is designed to be completed by the applicant(s) with the lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when 🔲 the income or assets of a person other than the "Borrower' (including the Borrower's spouse) will be used as a basis for loan qualification or the income or assets of the Borrower's spouse will not be used as a basis for loan qualification, but his or her liabilities must be considered because the Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan. II. TYPE OF MORTGAGE AND TERMS OF LOAN ☐ VA ☐ FHA Mortgage Applied for: Conventional Other: Agency Case Number Lender Case No. USDA/Rural Housing Service Amount Interest Rate No. of Months Amortization Fixed Rate Other (explain): Type: **GPM** ARM (type) ION AND PURPOSE OF LOAN No. of Units Host Legal Description of Subject Property (attach description if necessary) Year Built Purpose of Loan Purchase Property will be:
Primary
Residence Construction Other (explain): Refinance Construction-Permanent Secondary Residence Construction-Permanent Investment Year Lot Acquired Original Cost Amount Existing Liens (a) Present Value of Lot (b) Cost of Improvements Total (a + b) Complete this line if this is a refinance loan. Year Original Cost Amount Existing Liens Purpose of Refinance Acquired Title will be held in what Name(s) Cost: \$ Manner in which Title will be held Estate will be held in: Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain) Fee Simple Leasehold III: BORROWER INFORMATION Co-Borrowei Borrower's Name (include Jr. or Sr. if applicable) ver's Name (include Jr. or Sr. if applicable) Sockcon alosiA Dackson Social Security Number Home Phone (incl. are code) DOB (MM/DD/YYYY) Yrs School Social Security Number Home Phone (incl. area code) DOB (MM/DD/YYYY) Yrs. School 687-4281 7 417-04 9709 U39-425 Married Unmarried (include single, divorced, widowed) Dependents (not listed by Co-Borrower) no. ages Married Unmarried (include single, divorced, widowed) Dependents (not listed by Borrower) no. ____ ages Separated Separated Present Address (street, city, state, ZIP) Present Address (street, city, state, ZIP) Rent Own. 395 Frost Moulac Rd Mailing Address, if different from Present Address Mailing Address, if different from Present Address If residing at present address for less than two years, complete the following: Former Address (street, city, state, ZIP) Own Rent _ No. Yrs Former Address (street, city, state, ZIP) Own Rent Name & Address of Employer Self Employed Yrs. on this lob Yrs. on this job Self Employed Kirl OF Yrs. employed Yrs. employed in this line of work/profession Position/Title/Type of Business Business Phone (incl. area code) Position/Title/Type of Business Business Phone (incl. area code If employed in current position for less than two years or if currently employed in more than one position, complete the following: Dates (from - to) Name & Address of Employer Self Employed Dates (from - t-Name & Address of Employer Self Employed Monthly Income Monthly Incom Position/Title/Type of Business Business Phone (incl. area code) Position/Title/Type of Business Business Phone (incl. area cod Dates (from - to) Name & Address of Employer Self Employed Self Employed Dates (from -Name & Address of Employer

Position/Title/Type of Business

Business Phone (incl. area code)

Position/Title/Type of Business

Business Phone (incl. area code)

Name & Address of Employer

Self Employed

Monthly Income

Monthly Income

Self Employed

Position/Title/Type of Business

Business Phone (incl. area code)

Position/Title/Type of Business

Business Phone (incl. area code)

Position/Title/Type of Business

Business Phone (incl. area code)

December 1	06-cv-00021-		Combined	INFORMATION /	03/2000
Base Empl. Income* \$	\$	\$ Total	Combined Monthly Housing Expense		Proposed
ertime			Rent First Mortgage (P&I)	\$	201
nuses mmissions			Other Financing (P&I)		\$
/Idends/Interest			Hazard Insurance		
t Rental Income			Real Estate Taxes		-
ther (before completing			Mongage Insurance		
ee the notice in "describe ther income," below)		1/00/0	Homeowner Assn. Dues		
otal \$	s	- 1 220" NC	Oyler:		
Self Employed Borrower(s) may be req	uired to provide additional door	- 18 0	Total	\$	\$
Describe Other Income	Notice: Alimony, child sun	pc t, or separate maintenance		vealed if the for repaying this loan.	
					Monthly Amount
ils Statement and any applicable sur at the Statement can be meaningtu mpleted about a spouse, this Staten ASSETS	pporting schedules may be co ply and fairly presented on a nent and supporting schedules Cash or Market	Lightlities and Blades La	and unmarried Co-Borrow parate Statements and Si spouse also.	Completed	Jointly Not Jointly
escription	Value	debts, including automobilistock pledges, etc. Use	le loans, revolving charg	name, address and account le accounts, real estate loa cessary. Indicate by (*) the	t number for all outstanding
ash deposit toward purchase held by	: \$	satisfied upon sale of real	estate owned or upon refir	nancing of the subject prope	ose liabilities which will be
		LIABIL		Monthly Payment &	Unpaid
t checking and savings accounts	halow	Name and address of Com		Months Left to Pay \$ Payment/Months	Balance
me and address of Bank, S&L, or Ci	redit Union			T dymenowonins	\$
3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	edit Onion				, (s.
		Acct. no.			43
. no.	\$	Name and address of Com	Dany	\$ Payment/Months	\$
ne and address of Bank, S&L, or Cr	edit Union				
·		Acct. no.			
no.	\$	Name and address of Comp	pany	\$ Payment/Months	\$
e and address of Bank, S&L, or Cr	edit Union	4			
		.			
		Acet as			
		Name and address = 4.0			
no.	\$	Name and address of Comp	any	\$ Payment/Months	\$
e and address of Bank, S&L, or Cre	edit Union	-		•	
		And no			
		Acct. no.			
					<u> </u>
	\$	Name and address of Comp	any	\$ Payment/Months	\$
t. no. cks & Bonds (Company name/numbe	\$ er \$	- Name and address of Comp	any	\$ Payment/Months	\$
ks & Bonds (Company name/numbe	s ar \$	Address of Comp	any	\$ Payment/Months	\$
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chedule of Real Estate Owned (If additional p	roperties are o	wned, use continuation	sheet.)	
roperty Address (enter S if sold, PS if pending sale or R If rental being held for income)	Type o	of Present	Amount of	l G

operty Address (enter S if sold, PS if pendi sale or R If rental being held for income)	ng 	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.		Net '
					- Vierna incomo	- Taymonis	Taxes a IVIISC.	Tionta	- Income
			<u> </u>	\$	\$	\$	\$	\$	
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at any additional names under which cr Alternate Name	edit has	previously be		ndicate appropriate c	reditor name(s) a	and account num	nber(s): Account N	umber	
VII. DETAILS OF TRA	NSAC	TION			VIII DECL	ADATIONS	21.	•	
Purchase price	\$		If you arew	er "yes" to any ques		ARATIONS			
Alterations, improvements, repairs			use continu	ation sheet for expla	nation.	higase	-	Borrower	Co-Barrow
Land (if acquired separately)			a. Are there	any outstanding judgr	nents against you	2	. У	es No	Yea N
Refinance (incl. debts to be paid off)				been declared bankru			l F	7 7	
Estimated prepaid items				had property foreclos		,	. L	7 7	벎
Estimated closing costs				the last 7 years?	apon or givell	0, used III 1181	٠	لا ب	
PMI, MIP, Funding Fee			d. Are you a	party to a law suit?					
Discount (if Borrower will pay)			e. Have you	directly or indirectly t	een obligated on	any loan which r	esulted in foreclos	Euro tran	eter of t
Total costs (add items a through h)			In lieu of	toreclosure, or judgr	nent? (This would	1 include such k	ane ae homa ma	ortente	nanc C
Subordinate financing			a loans, no	me improvement loan obligation, bond, or loa	s. educational loa	ns manutactured	i (mohile) home la	ane any	mortan
Borrower's closing costs paid by Seller			Of Lende	r, FHA or VA case nun	nber, it any, and re	easons for the act	ion.)	\neg	
Other Credits (explain)			f. Are you	presently delinquent on, bond, or loan guarar	or in default on ar	y Federal debt o	or any other loan,	mortgag	e, financ
			precedin	g question.	iteer ii Tes, give	details as descri	ided in the		
			g. Are you	obligated to pay alimor	ny, child support, o	or separate maint	enance?		
			h. Is any pa	irt of the down paymer	nt borrowed?				
			i. Are you	a co-maker or endorse	r on a note?	•			
Loan amount	<u> </u>		j. Are you	a U.S. citizen?					
(exclude PMI, MIP, Funding Fee financed)				a permanent resident a			-		
PMI, MIP, Funding Fee financed			1	intend to occupy the		primary resider	nce?		
Loan amount (add m & n)			. 1	complete question m b					l.,
				u had an ownership in			years?	U,U	
			seco	t type of property did y and home (SH), or inve	ou ownprincipal stment property (I	residence (PR), P)?			-
Cash from/to Borrower (subtract j, k, I & o from i)			(2) How	did you hold title to the	e homesolely by	vourself (S) join	Har		
		1770	l with	your spouse (SP), or j	ointly with another	person (O)?			
				MENT AND AG				militaritati	
grees and acknowledges that: (1) the info hisrepresentation of this Information contain hisrepresentation that I have made on this sode, Sec. 1001, et seq.; (2) the loan reque inflore to see the seq.; (2) the loan reque media, the successors or assigns may retain envicers, successors and assigns may contain the sequence of the seque	and in this polication sted pursuit purpose owner or the origination to an ership of the origination of the origination of the original or ginal original or the original orig	s application manning manufor in crips apport use; (4) all se servicer of the pinal and/or an rely on the interesented here by other rights a fit the Loan and uccessors or a his application.	appirection is run y result in civil llabil pilication (the "Loan" tatements made in I Loan may verify or electronic record of primation contained in should change prund remedies that it lor administration con ssigns has made ar as an "electronic re ansmission of this a ansmission of this a	and correct as or ne ity, including monetary ding, but not limited to,) will be secured by a in his application are mac reverily any informatior this application, even if in the application, and i ior to closing of the Lo may have relating to s if the Loan account ma	date set forth opp damages, to any fine or imprisonm mortgage or deed de for the purpose a contained in the I the Loan is not a I am obligated to a an; (8) in the ever such delinquency, ay be transferred	person who may signature person who may sent or both under of trust on the proof obtaining a resapplication from an approved; (7) the Lumend and/or supplit that my paymer report my name with such notice a	re and that any in sulfer any loss due the provisions of I perty described his sidential mortgage ny source named it ender and its age plement the inform to the Loan be and account inforn as may be require.	tentional to reliant litle 18, U erein; (3) loan; (5) n this app nts, broke nation pro come de nation to d by law;	or neglig ce upon a inited Stathe proportion, islication, ers, insura- vided in linquent, one or m (10) neith
forrowers Signature			Date	Co-Borrower's S	ignature	D			Date
(Paterne II Valle), ,0		91.0	ZXOLO	ny Oa	ba		رز ا	100
Mullim 11. yada	7	NFORMAT	ON FOR GOV		10131112 311	DOP-E		0	W.
he following information is requested by pportunity, fair housing and/home mortg iscriminate neither on the basis of this infect more than one designation. If you beervalion or surname. If you do not wist equirements to which the lender is subject and the surname of the surna	the Fed age disc ormation do not to furn under a	deral Governm losure laws. Y n, nor on wheth lurnish ethnicit ish the informa pplicable state	ent for certain type ou are not required er you choose to fu y, race, or sex, un tion, please check	rnish it. If you furnish the Federal regulation the box below. (Lende ar type of loan applied	a dwelling in ordination, but are end the information, plus, this lender is must review the for.)	er to monitor the couraged to do s ease provide bot required to note above material t	 The law provid h ethnicity and rad the information of o assure that the 	es that a ce. For ra on the ba	lender ice, you sis of vi
ORROWER: I do not wish to fur	nish this	information.		CO-BORROW	ER: Lildon	ot wish to furnish	this information.		
				1					
ithnicity: Hispanic or Latino lace: American Indian o		☐ Not Hispani ☐ Asian	c or Latino Black or	Ethnicity:		nic or Latino	☐ Not Hispa	nic or Lat	

observation or sun	name. If you do not w	ou do not turnish ethnicity, race, or s rish to furnish the information, please ect under applicable state law for the p	check the box below. (Lender m	nust review the above material to	the information on the basis of vis- o assure that the disclosures satisfy
BORROWER:	1 do not wish to f	turnish this information.	CO-BORROWER	I: I do not wish to furnish	this information.
Ethnicity:	☐ Hispanic or Latin	no Not Hispanic or Latino	Ethnicity:	☐ Hispanic or Latino	☐ Not Hispanic or Latino
Race:	American Indian Alaska Native	or 🗆 Asian 💆 Black or African Ame	Race:	 American Indian or Alaska Native 	☐ Asian ☐ Black or African American
	☐ Native Hawailan Other Pacific Isla			 Native Hawaiian or Other Pacific Islander 	☐ White
Sex:		☐ Male	Sex:	☐ Female	Male
To be Completed b	y Interviewer	Interviewer's Name (print or type)		Name and Address of Interviewer	's Employer
This application was Face-to-face		Interviewers Signature	8-6-03 1 Paus Date	1 V C/2	10()
Telephone		Interviewer's Phone Number (incl. are)	(See)	50 7201	N 12/ 22

... F--- CE/DAL 01/04

Case 2:06-cv-00021-WKW-WC Document 1-6 Filed 01/09/2006 Page 9 of 23

Use this continuation sheet if you need more space to complete the

Use this continuation sheet if you need more space to complete the Residential Loan Application.	Borrower: Agency Ca	Agency Case Number:
Mark B for Borrower or C for Co-Borrower,	Co-Borrower:	Lender Case Number:

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as appunder the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature	Date	Co-Borrower's Signature	Date
X		X	

PEOPLES COMMUNITY BANK	JOHNNY L. JACKSON: LATESIA M. JACK.	PROCESSOR STACIE
POST OFFICE BOX 700	395 FROST MARLOW ROAD	Loan Number 72703448
EUFAULA, AL 36027-0700	EUFAULA, AL 36027	Date 08-08-2003
***		Maturity Date <u>08-07-2005</u>
LENDER'S NAME AND ADDRESS		Loan Amount \$ 148,000.00
"You" means the Lender, its successors and assigns.	BORROWER'S NAME AND ADDRESS "I" includes each Borrower above.	
WAIV	TER OF HOMESTEAD EXEMPTION	
I have executed a Note dated		a loan from you in the amount of
Tadadadio in connec	tion with the Note I have executed a 100 Sec	prity Apropriont D Manager
dated	under the terms of which I give you ce	rtain rights under the laws of this
state in the following described Homestead 395 FROST MARLOW ROAD, EUFAULA, AL 3	Property:	
300 FIRST MAILOW HOAD, LOTAGEA, AL 3	0027	
By signing below, I hereby waive granted under the Constitution and laws	e any and all homestead rights and exemptions of the State of Alabama, for as long as Locci	in the Homestead Property, as
granted under the Constitution and laws principal residence.	s of the State of Alabama, for as long as I occu	py the Homestead Property as a
granted under the Constitution and laws principal residence. In witness whereof, I have signed r	my name and affixed my seal on	py the Homestead Property as a
granted under the Constitution and laws principal residence.	s of the State of Alabama, for as long as I occu	py the Homestead Property as a
granted under the Constitution and laws principal residence. In witness whereof, I have signed r	my name and affixed my seal on	py the Homestead Property as a
granted under the Constitution and laws principal residence. In witness whereof, I have signed r	my name and affixed my seal on	199 the Homestead Property as a
granted under the Constitution and laws principal residence. In witness whereof, I have signed r	my name and affixed my seal on	py the Homestead Property as a
granted under the Constitution and laws principal residence. In witness whereof, I have signed r	my name and affixed my seal on	08-08-2003 (Seal)
granted under the Constitution and laws principal residence. In witness whereof, I have signed r	my name and affixed my seal on	08-08-2003 (Seal)
granted under the Constitution and laws principal residence. In witness whereof, I have signed r	my name and affixed my seal on	199 the Homestead Property as a 198-08-2003 (Seal) Sorrower 199-199 (Seal)
granted under the Constitution and laws principal residence. In witness whereof, I have signed r	my name and affixed my seal on	08-08-2003 (Seal) 8-37-03
granted under the Constitution and laws principal residence. In witness whereof, I have signed r Witnesses:	s of the State of Alabama, for as long as I occumy name and affixed my seal on Signatures: Johnny Jee JOHNNY L. JACKSON LATESIA M. JACKSON	199 the Homestead Property as a
granted under the Constitution and laws principal residence. In witness whereof, I have signed r Witnesses:	my name and affixed my seal on	199 the Homestead Property as a
granted under the Constitution and laws principal residence. In witness whereof, I have signed r Witnesses:	s of the State of Alabama, for as long as I occumy name and affixed my seal on Signatures: Johnny Lee JOHNNY L. JACKSON LATESIA M. JACKSON December 1988 December 198	199 the Homestead Property as a
granted under the Constitution and laws principal residence. In witness whereof, I have signed r Witnesses:	s of the State of Alabama, for as long as I occumy name and affixed my seal on Signatures: Johnny Jee JOHNNY L. JACKSON LATESIA M. JACKSON	199 the Homestead Property as a
granted under the Constitution and laws principal residence. In witness whereof, I have signed r Witnesses:	s of the State of Alabama, for as long as I occumy name and affixed my seal on Signatures: Johnny Lee JOHNNY L. JACKSON LATESIA M. JACKSON December 1988 December 198	199 the Homestead Property as a 198-08-2003 (Seal) Sorrower 199-199 (Seal)
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granted under the Constitution and laws principal residence. In witness whereof, I have signed r Witnesses: ————————————————————————————————	s of the State of Alabama, for as long as I occumy name and affixed my seal on Signatures: Johnny Jee JOHNNY L. JACKSON LATESIA M. JACKSON LATESIA M. JACKSON LATESIA M. JACKSON	9. 8. 9. 03 (Seal) Borrower
granted under the Constitution and laws principal residence. In witness whereof, I have signed r Witnesses: The State of Alabama BARBOUR I	sof the State of Alabama, for as long as I occumy name and affixed my seal on Signatures: Johnny Jee JOHNNY L. JACKSON LATESIA M. JACKSON LATESIA M. JACKSON d to the foregoing conveyance, and who is known ontents of the conveyance, (s) he executed the same and the conveyance, (s) he executed the conveyance, (s) he	Source (Seal) Source (Seal) Borrower Source (Seal) Borrower
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granted under the Constitution and laws principal residence. In witness whereof, I have signed r Witnesses: The State of Alabama BARBOUR I	sof the State of Alabama, for as long as I occumy name and affixed my seal on Signatures: Johnny Jee JOHNNY L. JACKSON LATESIA M. JACKSON LATESIA M. JACKSON d to the foregoing conveyance, and who is known ontents of the conveyance, (s) he executed the same and the conveyance, (s) he executed the conveyance, (s) he	8. 8. 03 (Seal) Borrower Solution (Seal) Borrower 1 to me, acknowledged before me te voluntarily on the day the same

St Cloud MN (1-800-397-2341) Form HOME:WAIV-AL 2/12/93

PLES COMMUNITY BANK	JOHNNY L. JACKSON: LATESIA JACKSON	PROCESSOR STACIE PICKL
T OFFICE BOX 700	395 FROST MARLOW ROAD	Loan Number <u>72703370</u>
AULA, AL 36027-0700	EUFAULA, AL 36027	Date <u>05-01-2003</u>
		Maturity Date <u>09-01-2003</u>
LENDER'S NAME AND ADDRESS	BORROWER'S NAME AND ADDRESS	Loan Amount \$ 132,036.50
ou" means the Lender, its successors and assigns.	"I" includes each Borrower above.	
1 have executed a Note dated	VER OF HOMESTEAD EXEMPTION 05-01-2003 evidence with the Note, I have executed a	ing a loan from you in the amount
dated	under the terms of which I give you	Security Agreement (2) Mortgag certain rights under the laws of the
395 FROST MARLOW ROAD, EUFAULA, AL 3	6027	
principal residence.	s of the State of Alabama, for as long as I omy name and affixed my seal on	
Witnesses:	Signatures:	
	1	
	la la marie que	γ.
***************************************	Johnny L. JACKSON	e facts on (Seal
	JOHNNY L. JACKSON	-Borrow
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	Patter - 11 / la	all Acce
•••••	MUULA IN YU	(Sea
	LATESIA JACKSON //	-Bòrrow
10	V	
	pace Below This Line For Acknowledgment	
The State of Alabama		
BARBOUR	County	
***************************************	County	
Ι		
	LATESIA JACKSON	······································
	ed to the foregoing conveyance, and who is kn	
on this day that, being informed of the c	ontents of the conveyance, (s)he executed the	same voluntarily on the day the sam
bears date. Given under my hand this	1st day of	May, 2003
My commission expires:		
	***************************************	•••••
	Notary Public	

Caspeone Es 2000 MWKW BANK/ POBULOANT 1 EVIEW SHEET 109/2006 Page 12 of 23 CONSUMER

Approval Date	8-2-01				
Loan Date					
Borrower	Johnny Jac	leson	_ Co∙Borrower	Lateria J	Aclison
Address	395 Frost Marlow 120		Address	345 Frost	Marlow PD.
Address	Echanla Al 3	66027	Address	Estable A	
Date of Birth			Date of Birth	- 11P & W	(34 - 27
SSN or TAX ID Home Phone	****		SSN		
Work Phone			Home Phone Work Phone		
GTR/END Address			RENEWED LOAI	V 149,000	2
SSN			Prior Amount Original Amount	•	
Phone					· · · · · · · · · · · · · · · · · · ·
Gty Customer #			NEW LOAN		
M/N LOC	Loan	Renewal	Letter of Credit	Extension	Participation
Loan #	Collateral	Maturity/Term	Collateral Value		
72703370	lais il E	9/1/03	180,000	(149, 191, 09)	Current Commitment
				7	
		<u> </u>			
	Interest Rate (Base %	o 7%	Total	149,192.09	
*(Variable only	Fixed or *Variable	e F	New Request		
(variable only	Term: Daily, Monthly, Qtr Auto Debit		Renewal Total		
	Proceed		I ∧ F/S date		
	Teri Corporate Resolution Dat		much ballon		
	10 11 0	-10			
COLLATERAL	1> MB 10.	neight the.			
PURPOSE:	Perm financia	after combr.	- tui		
PRIMARY SOURCE O	F DEDAVMENT.	Solary			
SECONDARY SOURCE		Sile of	Watern		
Customer Number		Interim Approval	Comm. Approval	Interim Decline	Comm. Decline
Department Number				minorita Docume	COMMI. Decime
Loan Number Loan Type					
Federal Class					
Collateral Type				74	
Loan Purpose Lien Type			 		
Collateral Value	180,000	_ Management 2	Board	Insider? Yes (No	5
Loan Value		- <u>-</u> _			
Census Tract		_ Committee	Classified? Yes	6	Classification Z
		أم	MI 1		
Lender's Signatu	re		YHT		
Lender # 70			M		

PROPOSED PAYMENT

JOHNNY L. JACKSON; LATESIA M. JACKSON 395 FROST MARLOW ROAD EUFAULA, AL. 36027 [APPLICANT'S NAME AND ADDRESS]	PEOPLES COMMUNITY BANK POST OFFICE BOX 700 EUFAULA, AL 36027-0700 ILENDER NAME AND ADDRESS	No. 72703448 Date 08-08-2003 Prop. Address 395 FROST MARLOW ROAEUFAULA, AL 36027
This loan is due August 7 2005	APPLICATION DISCLOSURE BALLOON PAYMENT MORTGAGE re is given to provide information concerning the lo This is not a commitment to make a loan.	
On that date, the entire principal balance of the lothe balloon payment is estimated to be \$ 145,850 made when due	an and unpaid interest then due will be payable in 3.07	full. Based on the loan for which you have a
made when due.		, assuming all other paymen
OBLIGATION TO REFINANCE THE LOAN PAYMENT OUT OF OTHER ASSETS THE	FULL AT MATURITY OR REFINANCED TO A MAP NCE OF THE LOAN AND UNPAID INTEREST TO SEED IN THE NOTE ADDENDUM AND THE FOURLIFICATION CONDITIONS ARE NOT METAT YOU MAY OWN, OR YOU WILL HAVE TO FINE AND YOU THE MONEY. IF YOU REFINANCE THIS SEED YOU ASSOCIATED WITH A NEW LOAN SEED THE REPORT OF THE PROPERTY OF THE REPORT OF THE THE REPORT OF THE	IE MORTGAGE RIDER. THE LENDER IS UND YOU WILL, THEREFORE, BE REQUIRED TO ND A LENDER, WHICH MAY BE THE LENDEI S LOAN AT MATURITY, YOU MAY HAVE TO WENT OF THE TOTAL OF T
M Variable payment and a reminder of the date	it will mature.	u a notice of maturity with the current estim
be selfchouse of the estimated balloon	n payment at least 10 days	before the expected material
Even if the lender is not under any obligation	10 refinance the tall	and of your if
payment is due on the same basis as all other new	n to refinance the balloon payment, it will conside mortgage applications.	er an application to refinance this loan at th
Applicant(s) at CLOUD, MN 5630	LATESIA M. JACKSON	today Adate. (NO) S-7-0 [Signature]
		(page

Calculation Summary Repor

Page 1 of 2

Calculation Summary Report

Loan Information

JOHNNY L. JACKSON, LATESIA M. JACKSON

Borrower name Address

395 FROST MARLOW ROAD

EUFAULA, AL 36027

Loan number 72703448

Printed on 08-08-2003 at 11:36 AM

Phone

SSN 417-04-9706

DOB

Payment Information

Repayment method Amount requested	Amortized Balloon	Accrual method First period accrual method	Actual/365
Number of amortized payments		Funding date	Actual/365 08-08-2003
		First payment date Multiple advance	09-07-2003 No

Interest Rate Definition

Fixed interest rate 7.000%

Payment Schedule

23 monthly payments of balloon payment of

985.03 beginning 09-07-2003 145,859.07 on 08-07-2005

Calculation Results

		Charges affecting the APR	
Loan amount	\$148,000.00	Prepaid fees	\$50.00
Proceeds	\$148,000.00	Prepaid odd days interest	\$0.00
Amount financed	\$147,950.00	Number of odd days	*****
Total of payments	\$168,514.76	Pro rata charge	\$0.00
APR	7.018%	PMI	
Maturity date	08-07-2005	Prepaid PMI	\$0.00
		PMI escrow	\$0.00
		PMI renewals	\$0.00
Charges not affecting the APR		Single premium PMI	\$0.00
Credit insurance premiums	\$0.00		40.00
Total miscellaneous fees	\$2,347.50	Total charges affecting the APR	\$50.00
		Interest	\$20,514.76
		Total finance charge	\$20,564.76

Real estate fees - items payable in connection with loan

HUD # Description Paid to Borrower amount Paid APR

Calculat	tion Summary Repoi			Page 2 of 2
801.	Borrower loan origination fee	Lender	\$50.00 Cash	Y
Real esta	ate fees to be paid in advance			
HUD#	Description	Pmts/Year	Paid to Borrow	
903.	Hazard ins. prem.	1	\$90	00.00 Cash N
Real est	ate title fees			
HUD#	Description	Paid to	Borrower amount Paid	APR
1107.	Attorney's fees	WPWS	\$300.00 Cash	N
1111.	RE TAXES	BARBOUR CO	\$900.00 Cash	N
Real est	tate recording and transfer fees			
HUD#	Description	Paid to	Borrower amount Paid	APR
1201.	Recording fees			
	Mortgage/DOT		\$25.50 Cash	Ń
1203	State Tax/Stamps			
1204.	INTANGIBLE TAXES		\$222.00 Cash	N
			n	

This document is intended primarily for creditor's internal use. This document is not intended as any form of application for credit, commitment for credit, advertisement, or disclosure under state or federal law. The information shown here is subject to change.

Amortization

Page 1 of 2

Amortization

Borrower name

JOHNNY L. JACKSON, LATESIA M. JACKSON

Address

395 FROST MARLOW ROAD

EUFAULA, AL 36027

Loan number

72703448

Date		Amount	Payment	Principal	Interest	Remaining Balance
08-08-2003	Fixed Rate	7.000				
08-08-2003	Funding	148,000.00				140,000,00
08-08-2003	Fee	25.50				148,000.00
08-08-2003	Fee	300.00				148,000.00
08-08-2003	Fee	900.00				148,000.00
08-08-2003	Fee	50.00				148,000.00
08-08-2003	Fee	900.00				148,000.0
08-08-2003	Fee	222.00				148,000.00
09-07-2003	Regular Pmt		985.03	133.52	851.51	148,000.00
10-07-2003	Regular Pmt		985.03	133.32		147,866.4
11-07-2003	Regular Pmt		985.03	106.73	850.74	147,732.19
12-07-2003	Regular Pmt		985.03		878.30	147,625.4
····			985.05	135.68	849.35	147,489.7
2003 Totals:			3,940.12	510.22	3,429.90	
01-07-2004	Regular Pmt		985.03	108.17	876.86	147 201 6
02-07-2004	Regular Pmt		985.03	108.82	876.21	147,381.6
03-07-2004	Regular Pmt		985.03	165.95	819.08	147,272.7
04-07-2004	Regular Pmt		985.03	110.45	874.58	147,106.8
05-07-2004	Regular Pmt		985.03	139.30	845.73	146,996.3
06-07-2004	Regular Pmt		985.03	111.93	873.10	146,857.0
07-07-2004	Regular Pmt		985.03	140.74	844.29	146,745.1
08-07-2004	Regular Pmt		985.03	113.44	871.59	146,604.4
09-07-2004	Regular Pmt		985.03	113.44	870.92	146,490.9
10-07-2004	Regular Pmt		985.03	142.86	842.17	146,376.8
11-07-2004	Regular Pmt		985.03	115.64	869.39	146,234.0
12-07-2004	Regular Pmt		985.03	144.35	840.68	146,118.3 145,974.0
004 Totals:			11,820.36	1,515.76	10,304.60	
01-07-2005	Regular Pmt		985.03	117.18	867.85	145.054.0
02-07-2005	Regular Pmt		985.03	117.18	867.15	145,856.8
03-07-2005	Regular Pmt		985.03	202.43	782.60	145,738.9
04-07-2005	Regular Pmt		985.03	119.79	782.60 865.24	145,536.5
05-07-2005	Regular Pmt		985.03			145,416.7
06-07-2005	Regular Pmt		985.03	148.39 121.38	836.64 863.65	145,268.3

Amortization

Page 2 of 2

07-07-2005 08-07-2005	Regular Pmt Final Pmt	985.03 145,859.07	149.94 144,997.03	835.09 862.04	144,997.03
2005 Totals:		152,754.28	145,974.02	6,780.26	
Loan Totals:		168,514.76	148,000.00	20,514.76	

Printed on: 08-08-2003

Case 2:06-cv-00021-WKWntomation Benefich 1-6 Filed 01/09/2006 Page 18 of 23

Officer

72. .448 JAMES KEVIN POTTHOFF

STACIE

Loan Processor

Lender ID

PROCESSOR

007 General Ledger Number

Borrower Information

JOHNNY L. JACKSON 395 FROST MARLOW ROAD EUFAULA, AL 36027 417-04-9706

Customer Number:

17049706

Customer Number:

Gender:

LATESIA M. JACKSON 395 FROST MARLOW ROAD EUFAULA, AL 36027

Customer Number:

Gender:

Customer Number:

Gender:

Gender:

Gender:

Customer Number:

Customer Number:

gender:

General Loan Information

Note Date 08-08-2003 **Funding Date** 08-08-2003 First Payment Date 09-07-2003 Final Payment Date 08-07-2005 Payment Frequency monthly Number Of Payments 24

Balloon Amount 145,859.07 Proceeds 148,000.00 Loan Amount 148,000.00 **Total Finance Charge** 20,564.76 Amount Financed 147,950.00 Total Of Payments 168,514.76

Payment Language:

23 monthly payments of \$985.03 beginning 09-07-2003 and 1 balloon payment of \$145,859.07 on 08-07-2005.

Interest And Fees Details

Fixed Rate Variable Rate

APR

7.018

7.000

Periodic Cap Floor Ceiling

Base Rate Margin

Market Rate Rounding

Interest Rate **Rate Change Affects**

First Date Index

Subsequent Rate Change Subsequent Interest Rate Change

Pro Rata

Total Borrower Amount Additional Finance Charge Additional Non Finance Charge

16,000.00 50.00 2,347.50

Collateral Information

Collateral Description

Property Address

395 FROST MARLOW ROAD, EUFAULA, AL 36027

Legal Description

SEE EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN AND MADE A PART HEREO

Comments

Collateral Code:

Class Code:

Purpose Code:

mild app

	MENOCOMME.	****	1
ODAY'S DATE 81-1-03 DUE	10-7-7	BRANCH 7 EL	, fache
UST. # 17049706 LOAN# 7270	3449 LENDER +	, 70 Pottheff	
****************	****	****	
Jenner Name/ Business: Johnny (Married, Single, or Widow) circle nne	. Jackson	SSN/TIN C	117-04-9706
Married, Single, or Widow) circle one			
Name/Officers&Titles Late. Sia M.	Tailer		
2 Name/Officers 2 littles	JACKSON	S\$N/TIN_ <u>_</u>	19-15-40 13
uarantor/Third Party Pledgor			
If Corporation, please indicate powers exer	cised by each officer fo	r corporate resoluti	on on additional page
Malling Address: 395 Frost Marla	111 E falls	ハレマムルフ	
			
Property Address: 395 Frost Maylo	w 14. Ectado Al	3602 Toung Bar	Loul
		-	
Date of Louis/Renewal 1-8-03 Amou	************	**********	*****
Amou	it of Loan: 148,000	New Money	6,000 ==
Purpose of Loan: Business Personal	Agricultural Purr	iosa: Peran Financi	
Purchase Money (yes or (10)) If LOC: (open or o	losed) If Renewal, old le	oan: 73703370 R	enew Amt 152, Dog 2
First Payment Due 30, Dock Additional Rep			
Additional Re	My Menci erms: 6-7 Mi	warran , 30	WO, MMICT.
*************************	******	*******	********
RATE INFO: Interest Rate (Base %)	(atu t = 4		2
			fonthly/Qtly
RATE LIMITATIONS: Annual Cap %	Lifetime Cap%	Floor%	
		1001,71	
***********************	**********	*****	********
TYPE OF LOAN: (circle one)		CDEDIT I IEE ING.	
		CREDIT LIFE INSUI	(ANCE: (circle one)
Single Pay Canadian Rollover		No insurance	DOB's
nstallment Balloon			
Darloon		Single Life	Single Life & A/
Line of Credit Renewal		Joint Life	JointLife& A/H
Auto Debit :			Somethew WH
Auto Debit :		CHEROKEE OR	PROTECTIVE
*************	********	******	
If Attorney or Title Company closing loan,	vill Mortgage or Deed	be provided?	
Will a Flood Certification need to be ordere	d at this time?		
PI PASE SEDADATE ATT PERSONNESS			
<u>Please separate all, fees and put or</u>	CORRECT LINEIII		
MISCELLANEOUS FEES	ADD DEDI	uct <u></u> in cash	
- C. O.	A Company of the Comp	IN CASH	
	A Residential Fee	F	EES TO WHOM:
JCC-1 Recording & Release	ocumentary Preparation	 , '	
JCC-Addendum (RE)	itle Ins./Opinion Fee		
JGC-3 Ammend/Cont.	ttorney Fee 300		
Jeed Recording	ppraisal Fee		M(m 2
Deed Release	lotice of Limit		
	otice of Commence	\$\begin{array}{c} \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\	A Caracilla
	lood Fed		(RECEIVED
	AH		90
	ther		
surance Agency & Address			ARRESTABLES
ho is applying for Title?			000
Does collateral securing other loans also sec	are this loan?		900
is this a FIRST or SECOND lien on collater	air		C/N
COLLATERAL DESCRIPTION: (if attach	ing an exhibit(s) aleasa	oive brick dansulast	(4)
	me an adminit(s) highse	Rive offer description	(ATTACH LEGAL)
SEE Affaction			
			
_			
ay Loan Proceeds To:	<u> </u>	<u> </u>	<u></u>
200	š		

APPLICATION SUBMITTED TO (AND THESE DISCLOSURES MADE BY)
PEOPLES COMMUNITY BANK POST OFFICE BOX 700 EUFAULA, AL 36027-0700

APPLICANT'S NAME AND CURRENT A JOHNNY L. JACKSON; LATESIA M. JACKSON 395 FROST MARLOW ROAD EUFAULA, AL 36027

Application Received	08-06-2	2003	
Date of Disclosure	08-08-2	2003	
Assumed Dat of Closing Date of Delivery	08.08.7	2003	
	08-08-2	2003	
l By	☐ Mail	X in Person	

GOOD FAITH ESTIMATE OF SETTLEMENT COSTS

The information provided below reflects estimates of the charges which you are likely to incur at the settlement of your loan. The fees listed are estimates - the actucharges may be more or less. Your transaction may not involve a fee for every item listed.

The numbers listed beside the estimates generally correspond to the numbered lines contained in the HUD-1 or HUD-1A settlement statement that you will be receiving settlement. The HUD-1 or HUD-1A settlement statement will show you the actual cost for items paid at settlement.

TEM		AMOUNT OR RANGE
800 It	ems Payable in Connection With Loan	
801 L	oan Origination Fee %	50.00
802 L	oan Discount %	
803 A	Appraisal Fee	
804 C	Credit Report	
805 L	ender's Inspection Fee	
806 N	Nortgage Insurance Application Fee	
807 A	Assumption Fee	
808 M	lortgage broker fee	
809		
810		
811		
812		
813		
814		
900 I	Items Required by Lender To Be Paid In Advance	·
	Interest from to	
	@ \$ /daγ	
902	Mortgage Insurance Premium	
903 1	Hazard Insurance Premium \$900.00-B POC	
904 C	redit ins. prem.	
905		
906		
1000	Reserves Deposited With Lender	
1001	Hazard insurance pymt periods	
	@ \$ per period	
1002	Mortgage insurance pymt periods	
	@ # per period	
1003	City property taxes pymt periods	
	@ \$ per period	ł
1004	County property taxes pymt periods	
	@ \$ per period	
1005	Annual assessments pymt periods	
	@ \$ per period	
1006	pymt periods	
	@ \$ per period	
1007	pymt periods	
	@ \$ per period	
1008		

1100 1101	Title Charges	
1101		
	Settlement or closing fee	
1102	Abstract or title search	
1103	Title examination	
1104	Title insurance binder	
1105	Document preparation	
1106	Notary fees	7
1107	Attorney's fees	
	(includes above item numbers;)	300.0
1108	Title insurance	
	(includes above item numbers:)	
1109	Lender's coverage	
1110	Owner's coverage	
1111	RE TAXES \$900.00-B POC	
1112		
1113		
1200	Government Recording and Transfer Charges	
1201	Recording fees: Deed \$	
	Mortgage \$ 25.50-B	
	Release \$	25.
1202	City/county tax/stamps: Deed \$	
	Mortgage \$	
1203	State tax/stamps: Deed \$	
	Mortgage \$	
1204	INTANGIBLE TAXES	222.
1205		,
1300	Additional Settlement Charges	
1301	Survey	
1302	Pest inspection	
1303	Arch / Eng. services	
1304	Building permit	
1305		
1306		
1307		
-	Total Settlement Charges Paid at Closing	597

These estimates are provided pursuant to the Real Estate Settlement Procedures Act of 1974, as amended (RESPA). Additional information can be found in the Special Information Booklet, which is to be provided to you by your mortgage broker or lender, if your application is to purchase residential real property and the k will take a first lien on the property.

m No.	Name, Address, Telephone Numb				
808	AMERICAN FLOOD RESEARCH	, 1820 PRESTON PK BLV	D, PLANO, TX, 75093, (800)	995-8667, 6	
808	STORMWATER RESEARCH GROUP, 6808 HILL MEADOW DRIVE, AUSTIN, TX, 78736, (800) 447-7893, 6				
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peatedly used or her: (specify abo		ADDITIONAL	ind an outstanding loan balancis; 7. Provider is an officer of the	e with lender in the pa se lender; 8. Provider i	ast 12 months; 6. Lender is a director of the lender
peatedly used or her: (specify abo have submitted approval of your nteroffer.	required borrowers to use the provels a written application for a federally repplication and do not constitut	ADDITIONAL y related mortgage loan to be te an agreement to lend y	ined an outstanding loan balancis; 7. Provider is an officer of the	e with lender in the pa	ast 12 months; 6, Lender is a director of the lender
have submitted approval of your needs of you	required borrowers to use the property of the	ADDITIONAL y related mortgage loan to be te an agreement to lend y	inad an outstanding loan balancis; 7, Provider is an officer of the second of the second of the second of the money you request. We	e with lender in the pa	ast 12 months; 6, Lender is a director of the lender
have submitted approval of your needs of you	a written application for a federally rapplication and do not constituted on the property of t	ADDITIONAL y related mortgage loan to be te an agreement to lend y	inad an outstanding loan balancis; 7, Provider is an officer of the second of the second of the second of the money you request. We	e with lender in the pale lender; 8. Provider in the address listed by may still deny your Balloon	ast 12 months; 6, Lender is a director of the lender
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have submitted pproval of your terroffer. RESS 395 FRO N AMOUNT \$ 1	a written application for a federally rapplication and do not constitut IST MARLOW ROAD, EUFAULA, 48,000.00 INITI	ADDITIONAL y related mortgage loan to be te an agreement to lend y AL 36027 AL INTEREST RATE 7.0	inad an outstanding loan balancis; 7. Provider is an officer of the INFORMATION essecured by real estate located ou the money you request. We OO % ARM ESTIMATED PAYMENT Principal and Interest	e with lender in the pale lender; 8. Provider in the address listed by may still deny your Balloon	ast 12 months; 6. Lender is a director of the lender lende
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have submitted pproval of your terroffer. RESS 395 FRO N AMOUNT \$ 1 MATED FUNDS npayment ing Costs (from	a written application for a federally paper application and do not constitute application and application applicatio	ADDITIONAL y related mortgage loan to be te an agreement to lend y AL 36027 AL INTEREST RATE 7.0	INFORMATION INFORMATION e secured by real estate located ou the money you request. We ARM ESTIMATED PAYMENT Principal and Interest Real Estate Taxes Flood/Hazard Insurance	e with lender in the pale lender; 8. Provider in the address listed by may still deny your Balloon	ast 12 months; 6. Lender is a director of the lender lende
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have submitted approval of your netroffer. DRESS 395 FRO N. AMOUNT \$ 1 IMATED FUNDS (Inpayment ling Costs (from er US EARNEST DE US CASH RECEI	a written application for a federally application and do not constitute application and application application application and do not constitute application and do not constit	ADDITIONAL y related mortgage loan to be te an agreement to lend y AL 36027 AL INTEREST RATE 7.0	INFORMATION INFORMATION e secured by real estate located ou the money you request. We ARM ESTIMATED PAYMENT Principal and Interest Real Estate Taxes Flood/Hazard Insurance	e with lender in the paie lender; 8. Provider in the address listed by may still deny your Balloon	elow. These disclosures a application entirely or m
peatedly used or ther: (specify about the submitted approval of your networks). DRESS 395 FRO AN AMOUNT \$ 1 FIMATED FUNDS EVANDAMENT OF THE STORMATED FUNDS IN CASH RECEITAL ESTIMATED. PRAISAL YOU holdes we have prove a proper application. In fress, and current SPECIAL INFOR	a written application for a federally application and do not constitute application and application and do not constitute application application application and do not constitute application application and do not constitute application applicat	ADDITIONAL y related mortgage loan to be te an agreement to lend y AL 36027 AL INTEREST RATE 7.0 597.50 aisal report used in connection you no later than 90 day information: Loan or applic	INFORMATION e secured by real estate located ou the money you request. We OO % ARM ESTIMATED PAYMENT Principal and Interest Real Estate Taxes Flood/Hazard Insurance Mortgage Insurance Other TOTAL ESTIMATED PATOTAL ESTIMATED PATOTAL estates after we notify you about the a cation number (if known), date	at the address listed by may still deny your Balloon IXI monthly YMENT It If you wish a copy, iction taken on your or application, name(s	sat 12 months; 6. Lender is a director of the lender size a director of the lender size application entirely or mapplication entirely enti
have submitted approval of your netroffer. DRESS 395 FRO NA AMOUNT \$ 1 IMATED FUNDS VARIANTED FUNDS (ASH RECEITED CASH RECEITE	required borrowers to use the provided on page 1. We must hear froyout the right to a copy of the approvided on page 1. We must hear froyour letter, give us the following to mailing address.	ADDITIONAL y related mortgage loan to be te an agreement to lend y AL 36027 AL INTEREST RATE 7.0 597.50 eisal report used in connection you no later than 90 day information: Loan or applications are presented as copy of the Special	ined an outstanding loan balancis; 7. Provider is an officer of the secured by real estate located ou the money you request. We estate located ou the money you request. We estate located ou the money you request. We estate Taxes Flood/Hazard Insurance Mortgage Insurance Other TOTAL ESTIMATED PATOTAL	e with lender in the pale lender; 8. Provider in lender; 8. Provider	sat 12 months; 6. Lender is a director of the lender lende

APPLICANT'S NAME AND CURRENT ADDRESS
APPLICANT'S NAME AND CURRENT ADDRESS
395 Frost NadowRd
EnGala A136027

APPLICATION SUBMITTED TO (AND THESE DISCLOSURES MADE BY): 1245 South Eufaula Avenue Post Office Box 700 Eufaula, Alabama 36027

Application Number	
Application Received	
By Mall	In Person
Disclosure	

SERVICING DISCLOSURE STATEMENT

NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. IF YOUR LOAN IS MADE, SAVE THIS STATEMENT WITH YOUR LOAN DOCUMENTS. SIGN THE ACKNOWLEDGMENT AT THE END OF THIS STATEMENT ONLY IF YOU UNDERSTAND ITS CONTENTS.

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. \$2601 et seq.) you have

This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different can servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any. If your loan servicer changes, there are restain procedures that must be followed. This statement generally explains those procedures.

Transfer Practices and Requirements

Francier Practices and Requirements

If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the effective date of the ransfer. The new loan servicer must also send you notice within 15 days after the effective date of the transfer. The present servicer and the new envicer may combine this information in one notice, so long as the notice is sent to you 15 days before the effective date of transfer. The 15 day seriod is not applicable if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (not more than 30 days lifter a transfer) for servicers to notify you, upon the occurrence of certain business emergencies.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, and he name, address, and toll-free or collect call telephone numbers of a person or epartment for both your present servicer and your new servicer to answer your questions. During the 80-day period following the effective date of he transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, long laint Resolution.

complaint Resolution

Section 6 of RESPA (12 U.S.C. \$2805) gives you certain consumer rights, whether or not your loan servicing is transferred. If you send a "qualified ritten request" to your servicer, your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, richel includes your name and account number, and the information regarding your request. Not later than 60 Business Days after receiving your uring this 60-Business Day period, your servicer may not provide you with a written clarification regarding any dispute. It is such period or qualified written request.

A Business Day is any day in which the offices of the business entity are onen to the public for carrying on substantially all of its business.

A Business Day is any day in which the offices of the business entity are open to the public for carrying on substantially all of its business inctions.

amages and Costs
Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to ave violated the requirements of that Section.

The following is she have a state of the sta	
The following is the best estimate of what will happen to the servicing of your mortgage loan:	
A. XX We may assign, sell or transfer the servicing of your loan while the loan is outstanding.	
We are able to service your loan, and we XX will will not haven't decided whether to service your loan.	
B. We do not service mortgage loans (and we have not serviced mortgaged loans in the past three years). We presently intend to assign transfer the servicing of your mortgage loan. You will be informed about your servicer.	gn,
C. We assign, sell or transfer the servicing of some of our loans while the loan is outstanding depending on the time of loan and at 1.2.	
to the program for which you have applied, we expect to sell all of the mortgage servicing testing all of the mortgage	rs.
sell or transfer% of the mortgage servicing.	₃ n,
0.	
For all the first lien mortgage loans that we make in the 12 month period after your mortgage loan is funded, we estimate that the percentage such loans for which we will transfer servicing is between:	of
XX 0 to 25% 28 to 50% 51 to 75% 78 to 100%	
This estimate XX does does not include assignments, sales or transfers to affiliates or subsidiaries. This is only our best estimate and it is a binding. Business conditions or other circumstances may affect our future transferring decisions.	not
A. We have previously assigned, sold or transferred the servicing of first lien mortgage loans.	
B. AN This is our record of transferring the senting of the first time manner to the first time.	
been rounded to the nearest quartile - 0%, 25%, 50%, 75% or 100%.	100
<u>2000 · 0 % 2001 · 0 % 2002 · 0 % </u>	
(This information does 22 does not include assignments, sales or transfers to affiliates or subsidiaries.)	
ACKNOWLEDGMENT OF MORTGAGE LOAN APPLICANT	
e have read this disclosure form, and understand its contents, as evidenced by my/our signature(s) below. I/we understand that the novigage is a required part of the mortgage is an application.	hi,s
M + 1 $M + 1$	
LAWIN 111. 10000 8-7-03	
MICARY	
$()$ $d_{\alpha \alpha \beta}$	
James 1 Jacobson 8,703	
DATE	
3/6 Systems, Inc., St. Cloud, MN (1-800-397-2341) Form RESPA-SDS 6/27/85	1 11

FEDER _ CREDIT APPLICATION INS! ANCE DISCLOSURE

I have applied for an extension of credit with you. You are soliciting, offering, or selling me an ins product or annuity in connection with this extension of credit., FEDERAL LAW PROHIBITS YOU CONDITIONING THE EXTENSION OF CREDIT ON EITHER:

1. My purchase of an insurance product or annuity from you or from any of your affiliates; or

2. My agreement not to obtain, or a prohibition on me from obtaining, an insurance product or from an unaffiliated entity.

Consumer(

By signing, I acknowledge that I have received a copy of this form on today's date. Unless this discle provided electronically or I have applied for credit by mail, I also acknowledge that you have provic disclosure to me orally.

Consumer A

Date

EXPERE: © 2001 Bankers Systems, Inc., St. Cloud, MN Form INS-FED 2/15/2001